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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

IN RE:

CASE NO.: 23-43706-MXM-13

ANNALEASE BRASWELL  
3121 Wayfarer Road  
Bedford, Texas 76021  
SSN/TIN: XXX-XX-5519

CHAPTER 13

DEBTOR

HEARING DATE: November 21<sup>st</sup>, 2024 at 8:30 AM

**DEBTOR'S MODIFICATION OF CHAPTER 13 PLAN AFTER CONFIRMATION**

**PLAN MODIFICATION DATE: October 9<sup>th</sup>, 2024**

**DISCLOSURES**

[ ] This *Plan Modification* contains *Nonstandard Provisions* listed in Section IX.  
 This *Plan Modification* does not contain *Nonstandard Provisions* listed in Section IX.

NO HEARING WILL BE CONDUCTED UNLESS A WRITTEN OBJECTION IS FILED WITH THE U.S. BANKRUPTCY CLERK AT ELDON B. MAHON U.S. COURTHOUSE 501 W. 10TH ST., RM. 147 FORT WORTH, TX 76102-3643 BEFORE CLOSE OF BUSINESS ON NOVEMBER 6<sup>th</sup>, 2024, WHICH IS AT LEAST 28 DAYS FROM THE DATE SERVED. ANY OBJECTION SHALL BE IN WRITING AND FILED WITH THE CLERK. IF AN OBJECTION IS TIMELY FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY. IF NO OBJECTION IS TIMELY FILED, THIS MODIFICATION SHALL BE DEEMED UNOPPOSED, AND THE COURT MAY ENTER AN ORDER APPROVING IT.

UNLESS OTHERWISE SET OUT IN THIS *PLAN MODIFICATION*, ALL PROVISIONS, SCHEDULED AMOUNTS, VALUATIONS, INTEREST RATES, MONTHLY PAYMENT AMOUNTS, AND ASSUMPTIONS OR REJECTIONS OF UNEXPIRED LEASES OR EXECUTORY CONTRACTS (“TERMS”) ARE NOT MODIFIED AND SHALL REMAIN AS SET FORTH IN THE CHAPTER 13 *PLAN*, THE ORDER CONFIRMING THE CHAPTER 13 *PLAN*, THE ORDER APPROVING THE *TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS*, OR AN ORDER APPROVING A PRIOR MODIFICATION OF THE CHAPTER 13 *PLAN*, WHICHEVER WAS ENTERED LATER. ALL TERMS SHALL BE INCORPORATED IN AND CONSTITUTE PROVISIONS OF THIS *PLAN MODIFICATION*. ALL PARTIES SHALL BE BOUND BY THE TERMS OF THIS *PLAN MODIFICATION* UNLESS DISAPPROVED. LANGUAGE IN ITALICIZED TYPE IN THIS *PLAN MODIFICATION* IS DEFINED IN GENERAL ORDER 2021-05 STANDING ORDER CONCERNING CHAPTER 13 CASES AND AS IT MAY BE SUPERSEDED OR AMENDED (“GENERAL ORDER”). ALL PROVISIONS OF THE GENERAL ORDER SHALL APPLY TO THIS *PLAN MODIFICATION* AS IF FULLY SET OUT HEREIN.

Pursuant to 11 U.S.C. §1329 *Debtor* requests the following modification(s) to the *Debtor's Chapter 13 Plan*.

**I. REASON(S) FOR MODIFICATION**

1. Cure *Plan* arrears to the *Trustee*.  
 2. Provide for or modify treatment of a Secured (paragraph V) and/or Priority (paragraph VI) claim.  
 3. Provide for payment to the *Mortgage Lender* through the *Conduit Program* (paragraph III).  
 4. Cure any post-petition *Mortgage Arrearage* (paragraph IV).  
 5. Make *Plan* sufficient based on allowed claims.  
 6. Modify the Unsecured Creditors' Pool from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 7. Modify the value of non-exempt property from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
 8. Supersede an Interlocutory Order (Docket # \_\_\_\_\_.  
 9. Allow Debtor's counsel's fees for this modification (paragraph VII).  
 10. Other:

**II. NEW PLAN PAYMENT TO TRUSTEE AMOUNT AND TERM**

DATE OF CALCULATION: October 9, 2024

TOTAL PAID IN\*: \$15,275.00

NUMBER OF MONTHS SINCE PETITION DATE: 10

\*Provide the total amount paid to the *Trustee* as of the Date of Calculation less any refunds by the Trustee to the *Debtor*.

The *Plan Payment(s)* to the *Trustee* shall be changed to:

Start Date for Payments under Modification** (MM/DD/YY)	Number of Periods	Plan Payment Monthly Amount
11/3/2024	50	\$2,500.00

NEW BASE AMOUNT: \$140,275.00

\*\*DEBTOR'S NEW PLAN PAYMENT START DATE MAY NOT BE MORE THAN THIRTY (30) DAYS FROM THE DATE OF THIS PLAN MODIFICATION AND MUST BE THE SAME DAY OF THE MONTH THAT THE DEBTOR'S PLAN PAYMENT IS DUE UNDER THE CONFIRMED PLAN.

**III. CURRENT POST-PETITION MORTGAGE PAYMENTS TO BE DISBURSED BY THE TRUSTEE**

Mortgage Lender	Current Mortgage Payment Amount	Date to Resume Current Post-Petition Mortgage Payments* (MM/DD/YY)
NA		

\*IF THE DEBTOR DOES NOT INCLUDE A DATE TO RESUME THE CURRENT POST-PETITION MORTGAGE PAYMENTS IN A CASE THAT IS A CONDUIT CASE AT THE TIME THIS PLAN MODIFICATION IS FILED, THE DATE TO RESUME DISBURSING THE CURRENT POST-PETITION MORTGAGE PAYMENTS SHALL BE THE FIRST DAY OF THE SECOND MONTH FOLLOWING THE START DATE OF THE FIRST PLAN PAYMENT UNDER

**THIS PLAN MODIFICATION.**

1. *Current Post-Petition Mortgage Payments* shall be paid by the *Trustee* as set out in paragraph III of this *Plan Modification* or as otherwise provided in the General Order.
2. *Current Post-Petition Mortgage Payment Arrearages* due as of the date to resume the *Current Post-Petition Mortgage Payments* shall be paid by the *Trustee* as set out in paragraph IV of this *Plan Modification* or as otherwise provided in the General Order.
3. Any *Current Post-Petition Mortgage Payments* indicated herein reflects what the *Debtor* believes are the periodic payment amounts owed to the *Mortgage Lender*.
4. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order Paragraph 15(c)(3).
5. Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.
6. Upon completion of all *Plan Payments*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.
7. Unless otherwise ordered by the Court, if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post- petition.
8. Each claim secured by the *Debtor's* principal place of residence shall constitute a separate class.
9. *Mortgage Lenders* shall retain their liens.

**IV. PROVIDE FOR ANY POST-PETITION MORTGAGE ARREARAGE**

<i>Mortgage Lender</i>	Total Amount of Post-Petition Mortgage Arrearage	Due Date(s) (MM/DD/YY)	Interest Rate	Treatment (\$/Mo or Pro Rata)
NA				

The Post-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest, if any, set out in this *Plan Modification*. To the extent interest is provided, it will be calculated from the first day of the month that an order is entered approving this *Plan Modification*.

ANY CURRENT POST-PETITION *MORTGAGE PAYMENTS* WHICH HAVE BECOME DUE TO THE *MORTGAGE LENDER* AS OF THE TIME OF THE DATE TO RESUME *CURRENT POST-PETITION MORTGAGE PAYMENTS* UNDER THIS *PLAN MODIFICATION* WILL BE CLASSIFIED AS A POST-PETITION *MORTGAGE ARREARAGE*. IF DESIGNATED TO BE PAID PER-MO, SUCH POST-PETITION *MORTGAGE ARREARAGE* WILL BE PAID AS A LEVEL 5 CLAIM UNDER THE ORDER OF PAYMENT. IF DESIGNATED TO BE PAID PRO-RATA, SUCH POST-PETITION *MORTGAGE ARREARAGE* WILL BE PAID AS A LEVEL 6 CLAIM UNDER THE ORDER OF PAYMENT

**V. PROVIDE FOR OR MODIFY TREATMENT OF SECURED CLAIMS**

Creditor Name	Claim Amount	Collateral Description	Value of Collateral	Interest Rate	Treatment (\$/Mo, Pro Rata, Direct, Surrender)
NA					

The automatic stay shall be terminated and the *Trustee* shall cease disbursements on any secured claim which is secured by any *Surrendered Collateral* (Surr), without further order of the court, pursuant to the General Order.

**VI. PROVIDE FOR OR MODIFY TREATMENT OF PRIORITY CLAIMS**

Creditor Name	Claim Amount	Interest Rate	Treatment (\$/Mo, Pro Rata, Direct, Surrender)
NA			

**VII. DEBTOR'S COUNSEL'S FEE FOR THIS MODIFICATION**

Total Amount of Fee	Amount of Fee Paid Direct	Amount of Fee to Be Disbursed by <i>Trustee</i>
\$650.00	\$0.00	\$650.00

Any additional attorney fee to be disbursed by the *Trustee* will be paid as set out in the Order of Payment.

**VIII. ORDER OF PAYMENT**

Unless otherwise ordered by the Court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an Order of Confirmation of the Chapter 13 *Plan*, whether pursuant to this *Plan Modification* or a further modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st – Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees will be paid in full.

2nd – *Current Post-Petition Mortgage Payments* (as adjusted, if necessary, per General Order) which will be paid per mo.

3rd – Secured Creditors designated to be paid per mo and Domestic Support Obligations which will be paid per mo.

4th – Attorney Fees which will be paid pro-rata.

5th – Post-Petition *Mortgage Arrearage* if designated to be paid per mo. 6th – Post-Petition *Mortgage Arrearage* if designated to be paid pro-rata.

7th – Arrearages owed on Executory Contracts and Unexpired Leases which will be paid per mo. 8th – Pre-Petition *Mortgage Arrearage* if designated to be paid per mo.

9th – Pre-Petition *Mortgage Arrearage* and Secured Creditors if designated to be paid pro-rata.

10th – All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges* which will be paid pro-rata. 11th – Priority Creditors Other than Domestic Support Obligations which will be paid pro-rata.

12th – Special Class Creditors which will be paid per mo.

13th – Unsecured Creditors other than late filed or penalty claims which will be paid pro-rata.

14th – Late filed claims by Secured Creditors which will be paid pro-rata unless otherwise ordered by the Court. 15th – Late filed claims for DSO or filed by Priority Creditors which will be paid pro-rata.

16th – Late filed claims by Unsecured Creditors which will be paid pro-rata.

17th – Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages,

expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims which will be paid pro rata.

**IX. NONSTANDARD PROVISIONS**

Any *Nonstandard Provisions* will be void unless the appropriate box on page one of this *Plan Modification* is checked. The following *Nonstandard Provisions*, if any, constitute terms of this Plan. Any *Nonstandard Provision* placed elsewhere in the *Plan Modification* is void.

None

Date: October 9, 2024

Respectfully submitted,

By: /s/ Mark B. French  
MARK B. FRENCH  
State Bar No. 07440600

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**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a copy of the DEBTOR'S MODIFICATION OF CHAPTER 13 PLAN AFTER CONFIRMATION (dated October 9, 2024) was served upon the Debtor(s) and the parties on the attached matrix by or under the direction of the undersigned by United States First Class Mail, postage paid, and electronically by the Clerk on all other parties entitled to electronic notice on the date of filing hereof.

Date Served: October 9, 2024

By: /s/ Mark B. French  
MARK B. FRENCH

Case 23-43706-mxm13 Doc 33 Filed 10/09/24 Entered 10/09/24 16:51:13 Desc Main Label Matrix for local noticing Document Page 7 of 8 PNC Bank National Association Tarrant County  
0539-4 c/o Codilis & Moody, P.C. Linebarger Goggan Blair & Sampson, LLP  
Case 23-43706-mxm13 20405 State Highway 249 c/o Camille Stecker  
Northern District of Texas Suite 170 2777 N. Stemmons Freeway  
Ft. Worth Houston, TX 77070-2620 Suite 1000  
Wed Oct 9 16:49:41 CDT 2024 Dallas, TX 75207-2328  
  
501 W. Tenth Street BRACKETT & ELLIS  
Fort Worth, TX 76102-3637 100 MAIN STREET  
FORT WORTH TX 76102-3008 CHEX SYSTEMS INC  
ATTN: CONSUMER RELATIONS  
7805 HUDSON ROAD STE 100  
WOODBURY MN 55125-1595

Comenitybank/Onetop Credit Coll INTERNAL REVENUE SERVICE  
Attn: Bankruptcy Attn: Bankruptcy CENTRALIZED INSOLVENCY OPERATIONS  
PO Box 182125 725 Canton Street P O BOX 7346  
Columbus, OH 43218-2125 Norwood, MA 02062-2679 PHILADELPHIA PA 19101-7346

IRS-SBSE INSOLVENCY AREA 10 Kelly M Doherty LINEBARGER GOGGAN BLAIR SAMPSON ET AL  
1100 COMMERCE STREET Attorney for PNC 100 THROCKMORTON  
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DALLAS TX 75242-1001 Suite 170 FORT WORTH TX 76102-2833  
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LINEBARGER HEARD ET AL MS DONNA K. WEBB - AUSA Mark B. French  
2777 N. STEMMONS FREEWAY BURNETT PLAZA, SUITE 1700 Attorney at Law  
SUITE 1000 801 CHERRY STREET, UNIT 4 1901 Central Drive, Suite 704  
DALLAS TX 75207-2328 FORT WORTH TX 76102-6803 Bedford, TX 76021-5857

Midland Credit Management, Inc. Midland Funding, LLC Midland Funding/Midland Credit Mgmt  
PO Box 2037 Attn: Bankruptcy Attn: Bankruptcy  
Warren, MI 48090-2037 PO Box 939069 PO Box 939069  
San Diego, CA 92193-9069 San Diego, CA 92193-9069

Navy FCU Navy Federal Credit Union Navy Federal Credit Union  
Attn: Bankruptcy Attn: Bankruptcy P.O. Box 3000  
PO Box 3000 PO Box 3000 Merrifield, VA 22119-3000  
Merrifield, VA 22119-3000 Merrifield, VA 22119-3000

PERDUE BRANDON FIELDER LLC PNC (p)PNC BANK RETAIL LENDING  
500 E. BORDER STREET, STE. 640 PO Box 31001-2929 P O BOX 94982  
SUITE 300 Pasadena, CA 91110-2929 CLEVELAND OH 44101-4982  
ARLINGTON TX 76010-7457

Pay Pal (p)PORTFOLIO RECOVERY ASSOCIATES LLC Quantum3 Group LLC as agent for  
2211 N. First St. PO BOX 41067 MOMA Trust LLC  
San Jose, CA 95131-2021 NORFOLK VA 23541-1067 PO Box 788  
Kirkland, WA 98083-0788

TAX DIVISION Tarrant County Texas Health Resources  
US DEPARTMENT OF JUSTICE c/o LINEBARGER GOGGAN BLAIR & SAMPSON, L by American InfoSource as agent  
717 N HARWOOD 2777 N. Stemmons Freeway PO Box 4457  
SUITE 400 Suite 1000 Houston, TX 77210-4457  
DALLAS TX 75201-6598 DALLAS, TX 75207-2328

UNITED STATES ATTORNEY

UNITED STATES ATTORNEY GENERAL

UNITED STATES TRUSTEE

NORTHERN DISTRICT OF TEXAS

DEPARTMENT OF JUSTICE

1100 COMMERCE STREET

1100 COMMERCE STREET

RM B103

ROOM 976

ROOM 300

950 PENNSYLVANIA AVE, NW

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Pam Bassel  
 Office of The Standing Ch.13 Trustee  
 860 Airport Freeway  
 Suite 150  
 Hurst, TX 76054-3256

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

PNC Bank, National Association  
 Attn: Bankruptcy  
 3232 Newmark Drive  
 Miamisburg, OH 45342

(d)PNC Bank, National Association  
 PO Box 1820  
 Dayton, OH 45401-1820

Portfolio Recovery Associates, LLC  
 Attn: Bankruptcy  
 120 Corporate Boulevard  
 Norfolk, VA 23502

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)PNC Bank, National Association

(d)PNC Bank, National Association  
 c/o Codilis & Moody, P.C.  
 20405 State Highway 249, Suite 170  
 Houston, TX 77070-2620

(d)United States Trustee  
 1100 Commerce Street  
 Room 976  
 Dallas, TX 75242-0996

End of Label Matrix

Mailable recipients	35
Bypassed recipients	3
Total	38